

Old Bridge Asset Management Private Limited

Registered Office: 1705, One BKC, C wing, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.

DISTRIBUTOR EMPANELMENT FORM

ARN No.	Valid Upto	PAN No.
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

1 KEY CONTACT DETAILS

Name (Mr/Mrs/Ms) (Block Letters) <input type="text"/>				First Name <input type="text"/>				Photograph (Only for Individuals & Sole Proprietor)
Middle Name <input type="text"/>				Surname <input type="text"/>				
Address for Communication (Block Letters) <input type="text"/>								
City <input type="text"/>				State <input type="text"/>				
Country <input type="text"/>				Pincode <input type="text"/>				
Office (Tel.) <input type="text"/>		Residence (Tel.) <input type="text"/>		Mobile No. <input type="text"/>				
Email ID <input type="text"/>								

I wish to receive SMS and Email Alerts on my registered mobile and email id.

2 TAX STATUS (Please tick (✓) anyone)

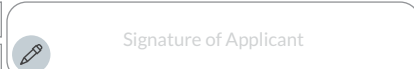
Individuals	<input type="checkbox"/> Resident <input type="checkbox"/> Sole Proprietorship
Non-Individuals	<input type="checkbox"/> Partnership Firm <input type="checkbox"/> Company <input type="checkbox"/> Bank <input type="checkbox"/> Financial Institution <input type="checkbox"/> Trust <input type="checkbox"/> Others <small>Please Specify</small>

3 ADDITIONAL INFORMATION

Individuals	Non-Individuals
Date of Birth <input type="text"/>	Date of Incorporation <input type="text"/>
Anniversary Date <input type="text"/>	Contact Person <input type="text"/>
Educational Qualification <input type="text"/>	<input type="text"/>
PAN No. <input type="text"/>	PAN No. <input type="text"/>
Domicile	GST No. <input type="text"/>
<input type="checkbox"/> India <input type="checkbox"/> Others <small>Please Specify</small>	Country of Incorporation <input type="checkbox"/> India <input type="checkbox"/> Others <small>Please Specify</small>

4 NOMINATION DETAILS (In case of Resident Individual/Sole Proprietorships Firms Only)

I hereby nominate the person named below to receive the amounts of brokerage to my credit in the event of my death.

Nominee's Name <input type="text"/>	
Guardian's Name in case of Minor <input type="text"/>	
Date of Birth (if Minor) <input type="text"/>	Relationship <input type="text"/>
Address of Nominee / Guardian <input type="text"/>	
<input type="text"/>	
City <input type="text"/>	
State <input type="text"/>	
Country <input type="text"/>	
Pincode <input type="text"/>	
ID Proof of Nominee (Optional) <input type="text"/>	
ID No. of Nominee (Optional) <input type="text"/>	

5 BANK DETAILS FOR BROKERAGE PAYMENT (Electronic Mode)

Bank A/c. Number <input type="text"/>	Bank Name <input type="text"/>
Branch Name <input type="text"/>	
Branch Address <input type="text"/>	
<input type="text"/>	
<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRE <input type="checkbox"/> NRO	
IFSC/NEFT Code <input type="text"/>	
MICR Code <input type="text"/>	

6 BUSINESS DETAILS

No. of Branches No. of Sales Employees No. of Clients No. of Sub-Brokers Total Experience in the industry

Products on Offer(✓) Mutual Funds Insurance Small Savings Fixed Deposits Bonds IPOs Others Please Specify _____

Services Offered(✓) Advisory Execution Both

Business Model(✓) Own Office Out of Home Sub-Broker Network Others Please Specify _____

Funds Mobilised (Aum Break-up) Equity Crores Debt Crores Structures Products Crores
PMS Crores Others Please Specify _____

Total number of Investors Type of Investors(✓) Retail Institutional HNI Trust NRI

7 PARTICULARS OF KEY PERSONNEL (Management/Sales/Product Head)

Sr. No.	Name	Designation	Contact No.	Email Id.


8 ARE YOU INVOLVED IN ANY REGULATORY / STATUTORY LEVIES, FINES, PENALTIES AND LEGAL SUITS, CUSTOMER COMPENSATION?

Yes No If Yes, please provide full details on a separate sheet.

9 DECLARATION

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the Terms and Conditions/Distributor Undertaking stated overleaf and the changes in Terms & Conditions from time to time relating to empanelment as a distributor. I/We am/are not an Employee or a relative of a Director/ Employee/ Sponsor/ Associate of the Old Bridge Asset Management Private Limited (OBAMPL).

Place Date

 Signature of Applicant / Authorised Signatory

10 EMPANELMENT FOR BSE STAR MF / NSE MFSS (PLEASE FILL BELOW DETAILS, IF APPLICABLE)

SEBI Registration Number for NSE: (Please enclose a copy of the certificate):

SEBI Registration Number for BSE: (Please enclose a copy of the certificate):


Mutual Fund Distributor Code No: (Please enclose a copy of the certificate):


MFD ARN:

The Distributor would be allowed to distribute the Eligible Schemes of Old Bridge Mutual Fund through NSE MFSS, BSE Star MF, provided the Distributor represents, agrees and confirms to the terms and conditions available here or under the downloads section available on the website www.oldbridgemf.com

11 FOR OFFICE USE ONLY

Date of Receipt Partner Classification National Bank Regional IFA Institutional

Recommended By Name Designation Place  Signature

Approved By Name Designation Place  Signature

Remarks

Date of Empanelment

11 CHECKLIST

For Individuals	For Corporate	For Partnership Firms
Please Check if the following documents are enclosed		
<input type="checkbox"/> Copy of the AMFI Certificate	<input type="checkbox"/> Copy of the AMFI Certificate	<input type="checkbox"/> Copy of the AMFI Certificate
<input type="checkbox"/> Copy of the AMFI Letter & ARN Card	<input type="checkbox"/> Copy of the AMFI Letter & ARN Card	<input type="checkbox"/> Copy of the AMFI Letter & ARN Card
<input type="checkbox"/> Copy of Cancelled Cheque	<input type="checkbox"/> Copy of Cancelled Cheque	<input type="checkbox"/> Copy of Cancelled Cheque
<input type="checkbox"/> Copy of PAN Card	<input type="checkbox"/> Copy of PAN Card	<input type="checkbox"/> Copy of PAN Card
<input type="checkbox"/> Copy of KYD	<input type="checkbox"/> Copy of KYD	<input type="checkbox"/> Copy of KYD
	<input type="checkbox"/> Authorised Signatory List	<input type="checkbox"/> Authorised Signatory List
	<input type="checkbox"/> Board Resolution	<input type="checkbox"/> Board Resolution
	<input type="checkbox"/> MOA/AOA	<input type="checkbox"/> Partnership Deed
	<input type="checkbox"/> Copy of Certificate of Incorporation	
Please Check if the following mandatory details are filled		
<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address
<input type="checkbox"/> Contact Number	<input type="checkbox"/> Contact Number	<input type="checkbox"/> Contact Number
<input type="checkbox"/> AMFI Registration Number (ARN)	<input type="checkbox"/> AMFI Registration Number (ARN)	<input type="checkbox"/> AMFI Registration Number (ARN)
<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details

TERMS AND CONDITIONS CUM DISTRIBUTOR UNDERTAKING

It is hereby agreed, declared, confirmed and recorded by the Applicant / ARN Holder named hereinbefore (hereinafter referred to as the 'Distributor') that:

1. The statements made/information provided by the Distributor in this Distributor Empanelment Form (the 'Form') and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between Old Bridge Asset Management Private Limited (the 'AMC') and the Distributor. The Distributor agrees to abide by these and be legally bound by the Terms and Conditions and rules in force and the changes in the Terms and Conditions from time to time relating to the distributorship.
2. In case of application by non-individuals, a certified true copy of the relevant resolution authorizing to undertake the activities of distribution of mutual fund units or a letter from the Chairman/MD/CEO/Authorised Persons confirming that the Organization has been authorized to undertake distribution of mutual funds along with a certified true copy of the Memorandum and Articles of Association/Bye-laws/Partnership Deed /Trust Deed /Society Registration Documents and Certificate of Registration and list of Authorised Signatories must be submitted.
3. The appointment as the Distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The agency of the Distributor will commence on the date stated in the empanelment letter issued by the AMC.
4. The Distributor and his/her /its representatives shall carry out such directions and instructions as may from time to time, be issued by the AMC in this regard from time to time.
5. The Distributor agrees and undertakes to read and understand the Statement of Additional Information (SAI) and Scheme Information Documents (SIDs) of the respective scheme(s) of Old Bridge Mutual Fund (OBMF) (including any addenda issued thereto) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The Distributor shall not make any representation concerning schemes or Old Bridge Mutual Fund except those contained in the SAI and SIDs of the respective schemes and the Key Information Memoranda (KIM) containing Application Forms and printed information issued by the AMC from time to time.
6. The Distributor agrees to use only such latest SAI, SID, and KIM and advertising material provided by the AMC and the distributor shall not design his/her own advertisement of the Scheme(s) of OBMF unless he/she /it has obtained prior approval in writing from the AMC.
7. The Distributor agrees that he/she/it will not use any unethical means to sell, market or induce any investor to buy units of the schemes of OBMF. The Distributor also agrees that he/she/it shall not give any indicative portfolio and indicative yield in any communication, in any manner whatsoever with regards to schemes of Old Bridge Mutual Fund.
8. The Distributor agrees that he/she/it will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of OBMF. Distributor assumes responsibility for complying with all federal, state and local statutes, ordinances or codes that may apply to the performance of services under this agreement. Without limiting the foregoing, Distributor specifically agrees that Distributor will not, in performance of services, directly or indirectly, promise, offer or make payment in money or anything of value to any government official, agent or employee of a government, or their families, or any other person, with the intent to induce favourable business treatment with respect to the performance of services under this agreement. Distributor shall have total and complete responsibility for the acts and omissions of their employees, agents, sub vendors, and consultant with respect to services under this agreement. Distributor shall indemnify, defend and hold harmless Old Bridge Asset Management Private Limited and its affiliates, shareholders, directors, officers, employees, vendors, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, cost and expenses (including fees and disbursements of counsel) arising from or relating to any actual or alleged action undertaken by Distributor in contravention of the above.
9. The Distributor shall not accept / receive cash on behalf of the AMC from the investors. The Distributor is not authorized to issue any money receipt for cheque(s) or demand drafts received along with the application form(s) on behalf of the AMC.
10. The Distributor agrees to comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, Prevention of Money Laundering Act, 2002 and rules and guidelines issued thereunder by SEBI and/or any other regulatory authority from time to time and shall strictly abide by SEBI guidelines on advertisements / sales literature in respect of mutual funds and the Code of Conduct for Distributors at all times. The Distributor also agrees to comply with the guidelines issued by Association of Mutual Funds in India (AMFI) or any other self-regulatory body registered with SEBI, regarding the distribution of mutual funds in India. The Distributor shall ensure that his/her/its personnel/representatives shall at all times conduct themselves within the parameters of these Terms and Conditions and comply with and adhere to all applicable laws or guidelines stated herein and shall not commit or permit commission of any offence and in the event of any offence being committed by the Distributor or his/her/its personnel/representatives, the Distributor shall be liable for all consequences thereof and the AMC shall not be directly or vicariously liable for the same.
11. The Distributor shall provide a self-certification in the prescribed format, certifying compliance with the applicable provisions of the extant SEBI (Mutual Funds) Regulations, 1996 and guidelines, and adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund and fulfilling the minimum prescribed criteria regarding number of investors and average assets under management at the end of every financial year to the AMC. The Distributor agrees that if the said self-certification is not provided by him/her / it as required, the AMC shall be entitled to withhold the payment of commission / brokerage till receipt of the certificate.
12. All employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of OBMF shall be certified and registered with AMFI and shall hold a valid AMFI Certificate and /or National Institute of Securities Markets (NISM) Certificate as prescribed by SEBI from time to time. Further, the Distributor shall on request by the AMC at

any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to call for copies of AMFI / NISM Certificates of all personnel, subagent(s) and representative(s) of the Distributor engaged in sales and marketing of the Units of the schemes of the OBMF and they shall forthwith be required to furnish the same.

13. The Distributor shall immediately notify the AMC in writing if any of his/her/its personnel or representative has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from the services/employment of the Distributor. Upon receipt of such notice from the Distributor, the AMC may suspend the agency of the Distributor and withhold the payment of the commissions/brokerage etc. as it deems fit.
 14. The Distributor hereby agrees that if he/she/it appoints any sub-agent(s) or any representative(s) directly or indirectly, then in that case the Distributor will be responsible for all the acts of the sub-agent(s)/representative(s) to AMC and to third parties.
 15. The Distributor shall be responsible for providing the Foreign Inward Remittance Certificate or the certificate evidencing the subscription by way of debit to the Non-Resident External/Foreign Currency Non-Resident account of any non-Resident Indian / overseas corporate bodies, if allowed by applicable law and regulation, within five Business Days from receiving credit to the Mutual Fund's account.
 16. The Distributor shall not withhold placing investor's order for the purchase/redemption of the Units so as to profit itself as a result of such withholding.
 17. The Distributor acknowledges that SAI and SIDs are intended to be circulated and the Unit(s) are intended to be offered only to resident Indians, non-resident Indians (other than NRIs residing in USA and Canada), persons of Indian origin, subject to the applicable laws and regulations of any Indian or foreign regulatory authority. The Distributor further acknowledges that SAI and SID(s) / or the Unit(s) have not been registered under any laws other than the laws of India and may not be eligible or qualified for circulation or subscription outside India. The Distributor agrees that, except as specifically advised in writing or as described in SAI and SID of a Scheme of the Mutual Fund, no action will be taken in any jurisdiction by the Distributor that will permit an offering, including public offering, of units or possession or distribution of SAI and SIDs of the Mutual Fund in any jurisdiction outside of India.
 18. a) **APPLICABLE TO INDIVIDUAL DISTRIBUTORS**
The Distributor shall have at least 12 investors with the AMC, within one year of empanelment; alternatively, he/she shall furnish an undertaking to the AMC stating that he/she has serviced at least 25 investors across all mutual funds; this undertaking would form part of his/her annual self-certification as specified in Clause 11 hereinabove.
b) **APPLICABLE TO NON-INDIVIDUAL DISTRIBUTORS**
If 75% or more of the gross funds mobilized by the Distributor within one year of empanelment are from associates, then, the Distributor shall, furnish an undertaking stating that it had serviced at least 200 investors other than associates and/or employees of the said associate(s) during the said period. This undertaking would form part of its annual self-certification as specified in Clause 11 herein above. c) Corporate distributors obtaining empanelment with AMC is required to have at least 100 investors from non-associates within one year of empanelment or have average assets under management of at least Rs. 1 Crore with the AMC which are not from associates (being subsidiary and holding companies) within the period of one year of empanelment.
 19. The Distributor agrees that the limits prescribed above in sub-clause 18(a), (b) or (c) shall be liable to change as per the guidelines / recommendation(s) issued by AMFI/SEBI from time to time.
 20. The Distributor shall be responsible for proper affixation of the ARN numbers on the application forms. The AMC shall not be responsible in case of any disputes, if the same is not properly affixed by the Distributor. In accordance with the SEBI Circular dated June 30, 2009 abolishing entry load, upfront commission, if any would be paid by the investor directly to the Distributor by a separate cheque, based on the investor's assessment of various factors including the service rendered by the Distributor. Distributor shall disclose to the investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing schemes from amongst which the scheme(s) of OBMF is/are recommended to the investor(s).
 21. The Distributor hereby declares that it does not fall under any of the criteria mentioned in the SEBI circular Cir/IMD/DF/13/2011 dated August 22, 2011. At any time if the Distributor falls under any of the said criteria, the Distributor shall intimate the AMC immediately and comply with the aforesaid SEBI circular.
- ### INDEMNITY
22. The Distributor agrees and undertakes to keep and hold the AMC, Trustee and/or the OBMF indemnified and harmless against all costs, expenses, claims, liabilities, demands, prosecutions, damages and proceedings which may be caused to or suffered by or made or taken against the other Party arising out of:
 - a. Any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to the Old Bridge Mutual Fund or its schemes or the AMC, which is made, issued or given by the Distributor (unless the information, documentation and/or literature etc. has been provided or otherwise approved by the AMC),
 - b. The negligence, fraud or wilful misconduct of the Distributor, or its employees, agents, representatives, affiliates.
 - c. Breach of any of the terms, conditions, declarations, representations, undertakings and warranties or other provisions hereof, on the part of the Distributor or its employees, agents and representatives
 - d. Any act or omission not being in accordance with the SEBI (Mutual Funds) Regulations or any rule, regulation, circular or notice issued by the Regulatory Authorities.
 - e. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgements, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.

TERMS AND CONDITIONS CUM DISTRIBUTOR UNDERTAKING

BROKERAGE / COMMISSION

- 23. The Distributor fulfilling the empanelment criteria as per the Code of Conduct and best practices for intermediary prescribed by SEBI and AMFI shall be entitled to receive brokerage for all business brought/ funds mobilized by him/her/it for AMC till the subsistence of the distributorship, except on the investments made in his/her/its own name. The brokerage will be paid to the Distributor at the rates(s) prescribed by the AMC. Provided, however, that the rate(s) are subject to revision as per the discretion of the AMC from time to time and the Distributor shall be bound by such changes. The commission/brokerage so paid to the Distributor shall be inclusive of all cost, charges, expenses, cesses, levies and requisite taxes at the applicable rate(s) in force.
- 24. The distributor shall not have any claim against the AMC/OBMF/Trustee for any loss incurred by him/ her/it as not anticipated and arising out of any revision in the rate(s) of the commission/brokerage for business brought/funds mobilized.
- 25. To avail the facility of Direct Credit of brokerage payment, the Distributor shall submit a copy of a cancelled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/commission by cheque/demand draft even if the Distributor has opted for a direct credit of brokerage.
- 26. In case of non-compliance of any of the Terms and Conditions mentioned herein and noncompliance of guidelines of SEBI/AMFI or guidelines issued by any other regulators, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
- 27. In case of termination of the distributorship as per Clauses (35) and (37) mentioned herein below, the AMC shall not pay any trail commission after the termination of the agency of the distributor for the all business brought/funds mobilized by them for AMC before the termination of the distributorship.

GST CLAUSE

- 28. Both Parties shall comply with the provisions of Goods and Services Tax Laws (hereinafter referred to as "GST Laws" which includes but is not limited to Goods and Services tax Act shall mean Central Goods and Services tax Act, 2017 ("CGST"); Union Territory Goods and Services tax Act, 2017 ("UTGST"); Respective State Goods and Services tax Act 2017 ("SGST") and Integrated Goods and Services tax Act, 2017 ("IGST"). Any change in details such as address, GSTIN and contact details shall be intimated to other Party within 10 (ten) days of change.
- 29. Both Parties shall be responsible for complying with the requirements of GST Laws such as, including but not limited to, issuing invoice as per GST Laws requirement, uploading the details of the same on GSTN portal, filing of GST returns etc.
- 30. Old Bridge MF / AMC shall not be held liable in case of any mismatch in the report generated by GSTN due to any omission by the Distributor in providing such information to Old Bridge MF / AMC.
- 31. Old Bridge MF / AMC reserves the right to clawback or withhold any future brokerage payments for non/incorrect submission of GSTN details to Old Bridge MF / AMC or for any liability, tax, interest, penalty, charges etc. arising on account of non-compliance of GST Laws.
- 32. Bills raised by the Distributor should carry tax rate as applicable under GST Laws. Invoices shall be raised in the name of Old Bridge Asset Management Private Limited with following mandatory details of Old Bridge MF / AMC.

PRINCIPAL TO PRINCIPAL

- 33. These Terms and Conditions are on a principal-to-principal basis and do not create and shall not be deemed to create any employer-employee relationship between the AMC and the Distributor and/or its personnel/ representative(s). The Distributor and/or its personnel/ representative(s) shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the Distributor is representing or acting as a distributor of the AMC, except as expressly provided in these Terms and Conditions or otherwise in writing.
- 34. The activities of the Distributor and its personnel/representative(s) shall not be construed to be activities of the AMC. Save and except as may be expressly permitted by the AMC in writing, the Distributor and its personnel/ representative(s) shall not at any time use the name, mark or logo of the OBMF/ AMC in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.

TERMINATION

- 35. The appointment of the Distributor shall be liable to be terminated by the AMC forth with:
 - a. If he/ she is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction (applicable for individual applicants);
 - b. If in the course of any judicial proceeding it is found that he/she /it or any of his/her / its personnel has knowingly participated in or connived at any fraud, dishonesty or OBMF misrepresentation, mis-selling, financial irregularities against the AMC or any Unit holder of Old Bridge Mutual Fund;
 - c. If the AMC is satisfied that any statement made in this Form was false or misleading or calculated to mislead;
 - d. If he/ she/it acts in any other manner prejudicial to the interest of the AMC/ Old Bridge Mutual Fund;

- e. If he/ she/ it does not comply with applicable legislation, guidelines, statutes, ordinances, regulations administrative rulings or requirement of law; and
- f. for non-compliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
- 36. In addition to what is stated in the preceding paragraphs, the AMC shall have the right to terminate the appointment of the Distributor at any time by giving him/her/it 10 day's notice without assigning any reason thereof. The Distributor may also terminate the agency at any time by giving 10 day's notice to the AMC.
- 37. The distributorship shall stand automatically terminated without any notice from the AMC upon disqualification or withdrawal of Regulatory/ Government/ AMFI approval to act in the capacity contemplated herein. Upon any termination, the Distributor shall forthwith handover to the AMC, all documents, papers and material pertaining to AMC/OBMF and/or belonging to AMC/OBMF.

MISCELLANEOUS

- 38. By accepting this terms and conditions and notwithstanding any conflict in the terms and conditions, the Distributor agrees to the following: -
 - a. The Distributor will not, and will cause its agents, employees, officers, directors, shareholders, partners, subsidiaries, affiliates, and representatives associated with or acting on behalf of the AMC (collectively, the "Representatives"), and sub-contractors, if any, not to, directly or indirectly through a third-party intermediary, in connection with this engagement and the business resulting there from, offer, pay, promise to pay, or authorize the giving of money or anything of value to any person, including any FCPA Covered Person for the purpose of inducing such person or FCPA Covered Person (FCPA Covered Person includes any employee, agent or representative of a government outside of the United States, and any political party, party official or candidate outside of the United States. An FCPA Covered Person may also include royalty, legislators, representatives of state-owned enterprises (including sovereign wealth funds), and employees of public international organizations (including but not limited to the United Nations, International Monetary Fund, World Bank and other international agencies and organizations), regardless of rank or position, and any individuals acting on behalf of an FCPA Covered Person) to use his or her influence or position to affect or influence any act or decision of any business, government or governmental instrumentality, or any other legal person or entity, in order to assist in obtaining or retaining business for, directing business to, or securing an improper advantage for the AMC.
 - b. The Distributor will, and will cause its Representatives and sub-contractors, if any, to maintain books and records that accurately reflect any payment of money or thing of value to an FCPA Covered Person, directly or indirectly, in connection with this engagement. c. Upon a good faith request by the AMC, the Distributor and its Representatives agree to cooperate with the AMC to determine if a violation of sub-clauses (a) or (b) has occurred.
- 39. Each Party will comply with, and warrant that, it has complied with all applicable data protection and privacy legislations and regulations in India. The Distributor agree that any sharing of confidential and personal data of the investors by the AMC with the Distributor is done on the understanding that the Distributor shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place to prevent any unauthorized or unlawful disclosure or processing of such information and data and accidental loss or destruction of or damage to such information or data.
- 40. The Distributor will not delegate to any person the performance of any of the duties and obligations of the Distributor hereunder without the prior written consent of the AMC, which consent shall not be unreasonably withheld;
- 41. The Distributor agrees to collect documents as specified in an application form for complying with KYC norms from the investors as may be prescribed by AMFI in accordance with Regulatory Guidelines applicable to mutual funds. It shall be the sole responsibility and liability of the Distributor to ensure the correctness and completeness of the documents collected by Distributor. All applications/orders are subject to acceptance by Old Bridge Mutual Fund and become effective only upon confirmation by the AMC.
- 42. The Distributor shall provide the option to its institutional or corporate clients for online conciliation and/or online arbitration for resolution of disputes to comply the provisions in line with SEBI Circular SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended from time to time.
- 43. The Distributor shall follow all the necessary rules and regulations as prescribed by SEBI/AMFI, in case of any change of broker request in favour of other Distributor.
- 44. The Distributor shall provide all the assistance needed by the AMC to obtain the details of the investors, where such details are required by any regulatory authorities.
- 45. The Distributor shall maintain confidentiality of information.

JURISDICTION

- 46. The Terms and Conditions hereof will be governed by the laws of India and in case of any dispute arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

Name

Place

Date

Signature of
Applicant / Authorised Signatory

Empanelment For BSE STAR MF / NSE MFSS

SEBI Registration Number for NSE: (Please enclose a copy of the certificate) _____

SEBI Registration Number for BSE: (Please enclose a copy of the certificate) _____

Mutual Fund Distributor Code No: (Please enclose a copy of the certificate) _____ & MFDARN: _____

The Distributor would be allowed to distribute the Eligible Schemes of Old Bridge Asset Management Private Limited through NSE MFSS and BSE STAR MF, provided the Distributor represents, agrees and confirms to Old Bridge Asset Management Private Limited (Old Bridge AMC) the following:

1. The Distributor is a trading member on NSE and holds a valid SEBI Registration Number for NSE and a trading member on BSE and holds a valid SEBI Registration Number for BSE. The copies of the SEBI Registration Certificates are attached. The same is valid as on date. The Distributor confirms that it has obtained all necessary approvals, registrations and certifications required from relevant authorities for the purpose of participating in the MFSS / BSE STAR MF facility and confirms that such approvals registrations and certifications shall remain in force including by taking prompt steps for the renewal of the same. The Distributor agrees to submit to Old Bridge AMC all such approvals /authorizations as above as and when required by Old Bridge AMC.
2. The Distributor will abide by the terms and conditions as mentioned in the Circulars and Operating Guidelines issued by NSE vide circular no. NSE / MFSS / 003 / 2009 dated November 24, 2009 and BSE vide circular No. 20091202-3 Dated December 2, 2009 and any other circulars issued in this regard from time to time with regard to MFSS by NSE and BSE STAR MF by BSE.
3. The Distributor will comply with SEBI / IMD / CIR No. 11/ 183204/2009 dated November 13, 2009 and all such circulars and guidelines as mentioned therein all the time and the other applicable circulars issued by SEBI and / or NSE or any other authorities in this regard.
4. The Distributor will comply with SEBI Circular no. SEBI / IMD / CIR / No.4/168230/09 dated June 30, 2009 and such other circulars as may be issued from time to time and disclose to the clients all the commissions (in the form of trail commission or any other mode) payable to the Distributor for the different competing schemes of various mutual funds from amongst which, the relevant scheme is recommended to the clients.
5. The Distributor shall ensure that the clients who wish to transact on MFSS / BSE STAR MF are registered as per the terms and conditions specified by BSE / NSE from time to time.
6. The Distributor shall comply with the provisions as stated in the Deed of Undertaking furnished to NSE / BSE, terms and conditions of the Eligible Schemes of Old Bridge Mutual Fund as detailed in the Scheme Information Document (SID) and Statement of Additional Information (SAI), Addendum issued by Old Bridge AMC for transacting on MFSS and BSE STAR MF and/or any other addenda that may be issued by Old Bridge AMC in respect of the Eligible Schemes of Old Bridge Mutual Fund, from time to time.
7. On receipt of an application for redemption from the Unit holder, the Distributor shall verify the genuineness of the Unit holder including verification of the signature of the Unit holder from the original PAN of such Unit holder and any other document as may be deemed fit for the purposes of verification. Where the transaction has been lodged on an Online note directly to the platform or online medium as made available by The Distributor, The Distributor acknowledges, that it has required authentication measures inbuilt for allowing such online transaction by the Customer (Investor) and that necessary controls are in place to inform the Customer (Investor) through SMS or Emails of such transactions that have been lodged. Further, The Distributor also acknowledges, that it will keep all necessary logs for the purpose of reference and records as is stipulated in the relevant guidelines for record keeping of transaction logs. The Distributor acknowledges that on the basis of the said verification process and online feed on NSE and BSE Platforms, or such Distributor platform, Old Bridge AMC / Authorised Registrar shall process the redemption request and make the payment to the Unit holder without making any further verification. The Distributor agrees to indemnify Old Bridge AMC for all claims, costs, charges etc. that may be suffered or incurred by Old Bridge AMC on account of any fraudulent, erroneous, negligent transaction request(s) (viz., purchase / redemption / switch) that may be forwarded by the Distributor to NSE / BSE and received by Old Bridge AMC from NSE / BSE website.
8. An application for purchase / additional purchase without the details relating to PAN (requirement of PAN as detailed above), bank account details, KYC documents (if applicable) and such other regulatory requirement(s), as applicable, will not be accepted and such applications shall be rejected by the Distributor. The Distributor undertakes to correctly quote the PAN of the clients in all cases and agrees to be liable for the same. Any transaction submitted for which validation of PAN proof is required but is not provided by the Distributor, will be rejected by Old Bridge AMC / Authorized Registrar.
9. The Distributor shall submit only such transaction requests that are valid in all respects including completeness of the attendant documents as may be required by Old Bridge AMC / NSE / BSE. The Distributor acknowledges that any transaction request, in respect of which any data is missing / lacking shall be liable to be rejected by Old Bridge AMC / Authorised Registrar at its sole discretion.
10. Schemes of Old Bridge Mutual Fund shall be subject to the final acceptance by Old Bridge AMC in accordance with the relevant SID / SAI of the respective Eligible Schemes and in accordance NSE and BSE circulars issued in this regard.
11. The Distributor will ensure compliance with all applicable laws, regulations in respect of Know Your Customer (KYC) & Prevention of Money Laundering as applicable to the Distributor as intermediaries and shall handover the relevant records of its clients to Authorised Registrar and Transfer Agents as per the provisions of Prevention of Money Laundering (Maintenance of Records) Rules, 2005 (PMLA) and any amendments thereof and further SEBI circulars / guidelines issued thereto.
12. In an event the credit of the subscription amount is not received by the Distributor from the clients due to any reason whatsoever and units have been redeemed by the clients, Old Bridge AMC, NSE / NSCCL and BSE / ICCL shall not be liable or responsible for any loss that may be suffered by the Distributor due to such non receipt of subscription amount from the clients.
13. Once the intimation and or subscription amount is received by Old Bridge AMC / Authorised Registrar for transaction in the units of the Eligible Schemes of Old Bridge Mutual Fund, such intimation shall be final and cannot be modified by the Distributor.
14. In an event of termination of the arrangement between Old Bridge AMC and NSE / NSCCL and/or between Old Bridge AMC and BSE / ICCL and/or suspension / cancellation order issued by SEBI against the Distributor, the Distributor's empanelment with Old Bridge AMC in respect of MFSS / BSE STAR MF shall stand terminated forthwith without prior notice.
15. Distributor shall ensure that it will maintain all the required infrastructure telecommunication network and other equipments all the time in the working condition. Old Bridge AMC shall not be liable for any losses, damages etc that may be incurred / suffered by the clients on account of any failure of computer systems, telecommunication network and other equipments installed at the office premises of the Distributor and/or any misuse, mishandling, damage, loss, defect etc of the same.
16. The Distributor confirms that all the other terms and conditions including the data / details furnished by the Distributor in the Distributor Empanelment Form executed by the Distributor shall remain in full force and effect and shall be applicable mutatis mutandis to this Addendum.
17. The Distributor confirm to abide by all the circulars and guidelines / instructions issued by SEBI / AMFI / NSE / National Securities Clearing Corporation Limited / National Securities Depository Limited / BSE / Central Depository Services (India) Limited / Indian Clearing Corporation Limited and/or Old Bridge Mutual Fund / from time to time in this regard.

Signed for & on behalf of : (The Distributor)

Name :

Designation :

Signature :



Signature